



A C WHARTON, JR.
MAYOR

March 5, 2013

The Honorable Shea Flinn, Chairman
Personnel, Intergovernmental & Annexation Committee
125 N. Main, Room 514
Memphis, TN 38103

Dear Chairman Flinn:

Pursuant to the Charter of the City of Memphis and subject to Council approval, it is my recommendation that:

Jerry Collins

be reappointed Memphis Light, Gas and Water President & Chief Executive Officer with a term expiring November 6, 2017.

Sincerely,

A C Wharton
Mayor

cc: All Councilmembers
MLGW Board Commissioners

Personal Qualifications for Jerry R. Collins, Jr.

Jerry R. Collins, Jr.
6725 River Birch Road
Memphis, TN 38119
Born: November 18, 1953

Education

- 1971-Graduated from White Station High School
- 1975 Graduated from Memphis State University with a Bachelor of Science in Civil Engineering
- 1976-Graduated from Memphis State University with a Masters of Science from the School of Civil Engineering

Career History

- 1977-Took position as Environmental Engineer with the Water Quality Division of the Tennessee Department Public Health (now known as TDEC)
- 1979-Hired by the City of Memphis as Manager of Wastewater Treatment Facilities
- 1984-Became Administrator of Wastewater Treatment for the City of Memphis
- 1988-Promoted to Administrator of Environmental Engineering
- 2000-Appointed to the position of Director of Public Works
- 2007-Appointed to the position of President of Memphis, Light, Gas and Water

Jerry Collins has served and continues to serve on a number of boards as well as an officer in various professional organizations as follows:

- 1989-Served as President of the Kentucky-Tennessee Water Pollution Control Association
- 1997-Began a three year term of service on the Board of Directors of the international Water Environment Federation
- 2008 to Present-Serves on the Engineering Advisory Board for the University of Memphis Herff College of Engineering
- 2008 to Present-Board member of the Memphis Chamber of Commerce
- 2008 to Present-Board member of the MidSouth Minority Business Council
- 2008 to Present-Board member of United Way of the MidSouth
- 2009-Served as President of the Tennessee Chapter of the American Public Works Association
- 2009-Served as Campaign Chairman for the United Way of the MidSouth
- 2010-Campaign Chairman for the Heart Association Heart Walk
- 2010 to Present-Board member of the Mid-South Better Business Bureau
- 2010 to Present-Board member of the University of Memphis Ground Water Institute

- 2011 to Present-Board member of the Tennessee Valley Public Power Association

Jerry Collins has received numerous awards over the years. Listed below are a few of the more notable awards:

- 1984-Received the Water Pollution Control Federation's George Bradley Gascoigne Medal
- 1987- The Secretary of Energy presented Jerry Collins the Energy Innovation Special Recognition Award in Washington, D. C. for the innovative "Aeropt System," developed for the M. C. Stiles Wastewater Treatment Facility which resulted in savings of about \$500,000 per year in energy costs
- 1992-Received the Memphis State University Herff College of Engineering Outstanding Alumnus Award
- 2001-Honored as Administrator of the Year by the Memphis Chapter of ASPA
- 2001-Inducted into the Kentucky-Tennessee Water Environment Association Hall of Fame
- 2011-Received the University of Memphis Herff Honor Award for Distinguished Service in Engineering

Profession Registration

Jerry Collins is a registered Professional Engineer in the State of Tennessee.

Family

Jerry has been married to Diane since 1980. They have two grown sons, Ben and Clark.

MEMPHIS CITY COUNCIL RESOLUTION

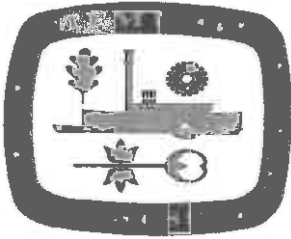
WHEREAS, the City of Memphis began providing an additional death benefit in the amount of \$100,000 to the families of employees killed in the line-of-duty pursuant to a resolution adopted January 26, 1993 and on February 5, 2013, clearly defined the intended recipients by substituting the term "legal dependents" with "spouse and minor children"; and WHEREAS, it is recommended that the city's line-of-duty benefit amount be amended to coincide with the benefit offered by other governmental entities including Shelby County.

NOW, THEREFORE, BE IT RESOLVED BY THE MEMPHIS CITY COUNCIL that it is the policy of the City of Memphis that whenever an employee of the City of Memphis is killed in the line of duty the spouse and minor child(ren), in equal shares, shall receive a death benefit of (1) \$100,000 or (2) equal to five times the employee's base salary rounded up to the next thousand dollars, whichever is higher, not to exceed \$350,000. This benefit is in addition to the death benefits as provided by the City's Personnel Manual.

Authorization for such death benefits and the method of payment thereof shall be the subject of separate and specific resolutions of the Council of the City of Memphis following an investigation and recommendation as to each case by the City Attorney.

BE IT FURTHER RESOLVED that this Resolution take effect immediately upon approval by the Memphis City Council and that the Resolution adopted January 26, 1993, is hereby revoked.

Jim Strickland
Bill Morrison
Harold Collins
Bill Boyd
Lee Harris
Kemp Conrad
Myron Lowery



Resolution Approving Amendment to Contract No. 25792 Between the City of Memphis and Memphis Boys Athletic Association

WHEREAS, the City of Memphis owns and operates, through its Division of Parks & Neighborhoods, the entire property complex located at Halle Park Complex at 2580 Mt. Moriah Road, Memphis, TN 38115, which includes two (2) baseball field playing surfaces (Gagliano and Sowell Fields), spectator viewing areas, concessions, restrooms, and parking areas; and

WHEREAS, the City of Memphis and Memphis Boys Athletic Association (MBAA), have established positive long standing collaboration in serving and providing sporting, recreational and athletic opportunities to its youth and others in the Memphis community; and

WHEREAS, MBAA has utilized the Gagliano and Sowell Baseball Fields at Halle Park Complex for youth baseball and other related sporting events and youth activities, and desires extensive future operations and management use of the facility at MBAA's full operational costs (i.e., no costs to the City), and the Agreement requires MBAA to make an Annual Utilities/Operations Payment to the City of \$2,400 in August of each year; and

WHEREAS, the initial period of this amended agreement shall be for five (5) years from the date of execution, with three (3) consecutive five (5) year options to renew, which shall be exercised separately upon mutual approval of the parties, providing for a total potential term of twenty (20) years; and

WHEREAS, City of Memphis Ordinance No. 4763, Article 1, Section 23-1(d) requires (for Management Agreements with terms exceeding two years), the approval of the Council of the City of Memphis to enter into this Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Council of the City of Memphis that this Amended Agreement between the City of Memphis and Memphis Boys Athletic Association (MBAA), for management and operations of the Halle Park Gagliano and Sowell Baseball Fields, as agreed to by the parties, is hereby approved in accordance with the terms set forth therein outlining committed operational, financial, and other stipulated criteria as to both parties in the approved Agreement.

**AMENDMENT TO CONTRACT NO. 25792 BETWEEN THE CITY OF MEMPHIS
AND MEMPHIS BOYS ATHELETIC ASSOCIATION**

THIS AMENDMENT is made and entered into this _____ day of _____, 2013, by and between the City of Memphis ("City"), through its Division of Park Services and Neighborhoods and the Memphis Boys Athletic Association ("MBAA").

RECITALS:

1. Whereas, the City and MBAA have entered into Contract No. 25792 (hereafter "Contract"), a copy of which is attached hereto as Exhibit A, which sets forth the terms that govern the MBAA's use of Halle Park on a non-exclusive basis for recreational activities; and

2. Whereas, the Contract expires in August, 2013 and the parties desire to amend the Contract to extend the TERM for an additional five (5) year period and to modify additional contractual provisions.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. **SECTION II. TERM AND TERMINATION** is hereby amended to read as follows:

2.01 The Term of the Agreement shall be extended for five (5) years which shall commence effective August 13, 2013, and is further subject to an option to renew for an additional three (3) five (5) year periods, which shall be exercised separately and consecutively upon mutual approval of the parties.

2.02 The City may terminate this Agreement, with or without cause, upon one-hundred and eighty (180) days written notice to MBAA.

2.03 Within one-hundred and eighty (180) days of the expiration or termination of this Agreement and subject to the approval of the City, MBAA may remove any permanent structure(s) built solely with MBAA funds; provided that such structures are removed at the sole expense of MBAA without damage to City property. Such expense shall include all expenses associated with restoring the Park areas used by MBAA to their original condition. Notwithstanding the foregoing, MBAA may remove all furnishings as provided by MBAA from such structures within such one-

hundred and eighty (180) day period.

2. **SECTION III. OPERATIONS AND MAINTENANCE** is hereby amended as follows:

3.01(e) MBAA shall be responsible for all operating costs of the facilities. Additionally, MBAA agrees and will remit to the City an Annual Utilities/Operations Payment of \$2,400, with payment due in August of each year. The Annual Utilities/Operations Payment may be re-evaluated annually by the City and adjusted as mutually agreed by the parties. This new provision herein, supersedes both Section 3.01 (e) and 5.03, in the original Agreement.

3. **SECTION V. AUDITS AND INSPECTIONS** is hereby amended as follows:

5.03 During the Term hereof, MBAA shall provide reports of revenues and expenses, and related baseball operational reports and data as may be requested, from time to time, by the City.

4. The parties agree and affirm that all terms of the Contract, not in conflict with this Amendment, remain in full force and effect, and that nothing in this Amendment relieves either party of their respective obligations under the Contract.
5. This Amendment, together with the Contract, constitutes the entire agreement between the parties, and supersedes all other prior or contemporaneous communication between the parties (whether written or oral) relating to the subject matter of this Amendment. Each party to this Amendment hereby agrees to execute any documents or instruments reasonably required by the other party to evidence the foregoing.

Memphis Boys Athletic Association

City of Memphis

By: 
Authorized Signature

By: _____
A C Wharton, Jr., Mayor

Date: 2/1/13

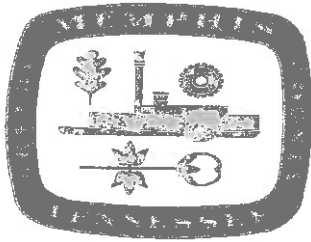
Date: _____

**Division of Parks
& Neighborhoods**

By: Janet P. Hooks/llh 2/15/13
Janet P. Hooks, Director

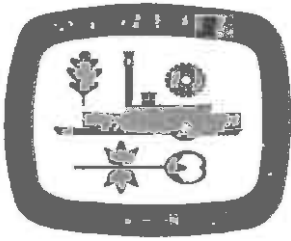
Approved as to Form:

Herman Morris, Jr.,
City Attorney



Memphis City Council Summary Sheet

- 1. This item is a resolution seeking the acceptance and appropriation of grant funds in the amount of \$265,944.00 from the Tennessee Department of Transportation (TDOT). This grant is for the construction and signage designation of the Highway 61 Blues Trail.**
- 2. The initiating party is the Division of Parks and Neighborhoods.**
- 3. This Resolution does not change any existing Ordinance or Resolution.**
- 4. This Resolution does require a new contract between the City of Memphis and the Tennessee Department of Transportation.**
- 5. This Resolution does not require an expenditure of funds.**



A Resolution to accept \$265,944.00 in grant funds from the Tennessee Department of Transportation for the construction and signage designation of the Highway 61 Blues Trail project.

WHEREAS, the City of Memphis Division of Parks and Neighborhoods has received grant funds in the amount of Two Hundred Sixty-Five Thousand, Nine Hundred Forty-Four Dollars (\$265,944.00) from the Tennessee Department of Transportation (TDOT); and

WHEREAS, these funds will be used for the construction and signage designation of the Highway 61 Blues Trail project; and

WHEREAS, it is necessary to accept the grant funding and amend the Fiscal Year 2013 Capital Improvement Budget to establish funds for the Highway 61 Blues Trail grant; and

WHEREAS, it is necessary to appropriate the grant funds in the amount of Two Hundred Sixty-Five Thousand, Nine Hundred Forty-Four Dollars (\$265,944.00) for Project Number PK07112, Highway 61 Blues Trail.

WHEREAS, the Downtown Memphis Commission was allocated \$30,000 for A/E as part of the amended FY2013 Capital Improvement Budget; and

WHEREAS, the Downtown Memphis Commission is requesting \$71,486 for Construction in the FY2014 Capital Improvement Budget for the 20 percent grant match.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis Highway 61 Blues Trail Grant funds in the amount of Two Hundred Sixty-Five Thousand, Nine Hundred Forty-Four Dollars (\$265,944.00) be accepted by the City of Memphis.

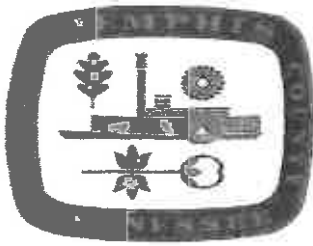
BE IT FURTHER RESOLVED, that the Fiscal Year 2013 Capital Improvement Budget be and is hereby amended by appropriating the Expenditures and Revenue for the Highway 61 Blues Trail Grant in the amount of Two Hundred Sixty-Five Thousand, Nine Hundred Forty-Four Dollars (\$265,944.00) in CIP Project Number PK07112, Highway 61 Blues Trail as follows:

Revenue

TDOT	\$265,944.00
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Expense

Contract Construction	\$265,944.00
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Memphis City Council Summary Sheet

1. Description of the Item (Resolution, Ordinance, etc.)

Resolution to accept and appropriate \$1,607,178 in grant funding from the Inland Rivers Ports and Terminals' 2011 Port Security Grant Program.

2. Initiating Party (e.g. Public Works, at request of City Council, etc.)

This grant opportunity was initiated by Fire Services.

3. State whether this is a change to an existing ordinance or resolution, if applicable.

This is a new resolution to accept and appropriate grant funding.

4. State whether this requires a new contract, or amends an existing contract, if applicable.

This is a new agreement between Fire Services and the Inland Rivers Ports and Terminals, LLC.

5. State whether this requires an expenditure of funds/requires a budget amendment.

This requires grant expenditure in the amount of \$1,607,178.

RESOLUTION

WHEREAS, the City of Memphis Division of Fire Services has received grant funds in the amount of One Million Six Hundred Seven Thousand One Hundred Seventy-Eight Dollars (\$1,607,178) from the Inland Rivers Ports and Terminals' FY2011 Port Security Grant Program; and

WHEREAS, these grant funds represent 100% in federal share for a counterterrorism boat; and

WHEREAS, it is necessary to accept the grant funding and amend the Fiscal Year 2013 Operating Budget to establish funds for the 2011 Port Security Grant Program; and

WHEREAS, it is necessary to appropriate the grant funds in the amount of One Million Six Hundred Seven Thousand One Hundred Seventy-Eight Dollars (\$1,607,178) for the 2011 Port Security Grant.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the 2011 Port Security Grant Program funds in the amount of One Million Six Hundred Seven Thousand One Hundred Seventy-Eight Dollars (\$1,607,178) be accepted by the City of Memphis.

BE IT FURTHER RESOLVED, that the Fiscal Year 2013 Operating budget be and is hereby amended by appropriating the Expenditures and Revenues for the 2011 Port Security Grant Program in the amount of One Million Six Hundred Seven Thousand One Hundred Seventy-Eight Dollars (\$1,607,178) as follows:

Revenue

Local Other Grant	\$1,607,178.00
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Expenses

Equipment	\$1,607,178.00
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Memphis City Council Summary Sheet

1. Description of the Item (Resolution, Ordinance, etc.)

Resolution to accept and appropriate \$980,002.20 in federal reimbursement from FEMA for the deployment of Tennessee Task Force 1, TN-TF1 to Hurricane Sandy.

2. Initiating Party (e.g. Public Works, at request of City Council, etc.)

This reimbursement opportunity was initiated by Fire Services.

3. State whether this is a change to an existing ordinance or resolution, if applicable.

This is a new resolution to accept and appropriate federal reimbursement funding.

4. State whether this requires a new contract, or amends an existing contract, if applicable.

This does not require a contract.

5. State whether this requires an expenditure of funds/requires a budget amendment.

Full reimbursement of expenditures will be received from FEMA with no City expenditures.

RESOLUTION

WHEREAS, the City of Memphis Division of Fire Services will receive reimbursements in the amount of Nine Hundred Eighty Thousand Two Dollars and Twenty Cents (\$980,002.20) from FEMA for the deployment of Tennessee Task Force 1, TN-TF1 to Hurricane Sandy; and

WHEREAS, these funds represent 100% in federal reimbursements in the amount of Nine Hundred Eighty Thousand Two Dollars and Twenty Cents (\$980,002.20); and

WHEREAS, it is necessary to accept the federal reimbursement funding and amend the Fiscal Year 2013 Operating Budget to establish funds for the deployment reimbursement; and

WHEREAS, it is necessary to appropriate the federal reimbursement funds in the amount of Nine Hundred Eighty Thousand Two Dollars and Twenty Cents (\$980,002.20) for the deployment reimbursement.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis that the FEMA reimbursement funds in the amount of Nine Hundred Eighty Thousand Two Dollars and Twenty Cents (\$980,002.20) be accepted by the City of Memphis.

BE IT FURTHER RESOLVED, that the Fiscal Year 2013 Operating budget be and is hereby amended by appropriating the Expenditures and Revenues for the FEMA reimbursement in the amount of Nine Hundred Eighty Thousand Two Dollars and Twenty Cents (\$980,002.20) as follows:

Revenue

Federal Grants	\$980,002.20
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Expenses

Overtime	\$553,906.10
Misc Professional Svc	\$426,096.10

RESOLUTION

WHEREAS, the Board of Light, Gas and Water Commissioners in their meeting of January 17, 2013 approved Change No. 2 to Contract No. 11423, Smart Meter Demonstration, with Itron Incorporated, to increase the current contract in the funded amount of \$10,000.00, and is now recommending to the Council of the City of Memphis that it approve said change as approved in MLGW 2013 fiscal year budget; and

WHEREAS, this change is to increase the current contract funding in the amount of \$10,000. Of this amount, \$5,161.00 is for services provided outside the scope of the original contract and therefore the authority to pay is being requested. The remaining amount covers upcoming data services for a period not to exceed six (6) months in 2013. This change complies with all applicable laws and policies. The new contract amount is \$390,300.00; and

NOW THEREFORE BE IT RESOLVED by the Council of the City of Memphis that there be and is hereby approved this change to Change No. 2 to Contract No. 11423, Smart Meter Demonstration, with Itron Incorporated, to increase the current contract in the funded amount of \$10,000.00, chargeable to the MLGW fiscal year 2013 budget as approved.

I hereby certify that the foregoing is a true copy
and document was adopted, approved by the
Council of the City of Memphis in regular
session on

Date _____

Deputy Comptroller-Council Records

MLGW



Memphis City Council Summary Sheet

1. Description of the Item (Resolution, Ordinance, etc.)

RESOLUTION TO APPROVE AN AGREEMENT TO RECOUP THE COST OF PROVIDING IMPROVEMENTS, FACILITIES AND SERVICE FRAYSER MILLINGTON NORTH SHELBY MENTAL HEALTH CENTER, INC., A TENNESSEE NONPROFIT CORP., AS REQUIRED BY APPLICABLE TAX EXEMPTION STATUTE, TENN. CODE ANN. §67-5-207, ET SEQ., AT AN AMOUNT OF FIVE DOLLARS (\$5) PER UNIT PER MONTH.

2. Initiating Party (e.g. Public Works, at request of City Council, etc.)

Division of Housing & Community Development

3. State whether this is a change to an existing ordinance or resolution, if applicable.

Not Applicable

4. State whether this requires a new contract, or amends an existing contract, if applicable.

This requires a new contract. See Exhibit A.

Tenn. Code Ann. §67-5-207(a)(2) requires any qualified project that receives a tax exemption to pay any local government for improvements, facilities and services rendered. Governments are limited to charging no more than the actual costs of providing the improvements, facilities and services.

5. State whether this requires an expenditure of funds/requires a budget amendment.

This does not require an expenditure of funds or a budget amendment.

City Council Resolution Template – 8-28-12



A PILOT Resolution to to Recoup the Cost of Providing Improvements, Facilities and Services to Frayser Millington North Shelby Mental Health Center, Inc.

WHEREAS, T.C.A. §67-5-207 states that property of Tennessee not-for-profit corporations either financed under Section 202 of the National Housing Act of 1959, or McKinney-Vento Homeless Assistance Act, or funded under the HOME Investment Partnership Program and used for housing for low income elderly, handicapped, or homeless persons may be exempted from real property taxes, as long as such property complies with the provisions of said Section; and

WHEREAS, T.C.A. §67-5-207(a)(2) provides for recoupment of the cost of providing improvements, facilities and essential services in lieu of real property taxes from these housing developments that are granted an exemption under this Section by the State of Tennessee Board of Equalization, in amounts not to exceed the estimated costs incurred by municipalities or counties to provide the improvements, facilities and/or services to the exempt property; and

WHEREAS, FRAYSER MILLINGTON NORTH SHELBY MENTAL HEALTH CENTER, INC., a Tennessee nonprofit corp. owning real property located at 2975 North Hill Drive, Memphis City, Shelby County, Tennessee 38127, and have applied to the State Board of Equalization for an exemption from real property taxes for said Property, and said exemption is conditioned upon certain conditions, including filing of a prior agreement for payment in lieu of real property taxes to the City; and

WHEREAS, the Board of Commissioners adopted a Resolution on March 16, 2009 reaffirming its past practice and clarifying its going forward policy to charge each low income housing project under T.C.A. §67-5-207 a cost of five dollars (\$5) per unit per month to recoup its costs for improvement, facilities and services provided to such projects.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MEMPHIS, TENNESSEE, that the attached Agreement to Recoup the Cost of Providing Improvements, Facilities and Services to **FRAYSER MILLINGTON NORTH SHELBY MENTAL HEALTH CENTER, INC.** is hereby approved.

BE IT FURTHER RESOLVED, that the City Mayor is hereby authorized to execute all documents necessary to rescind any prior approval of an Agreement to recoup the cost of providing improvements, facilities and services for **FRAYSER MILLINGTON NORTH SHELBY MENTAL HEALTH CENTER, INC.** and the Mayor is further authorized to enter into an Agreement for the same purpose. Said Agreement is attached hereto as "Exhibit A".

EXHIBIT A

CITY OF MEMPHIS CONTRACT FOR PAYMENT IN LIEU OF TAXES FOR A PROJECT EXEMPT UNDER TENNESSEE CODE ANNOTATED SECTION 67-5-207

THIS AGREEMENT, which is effective _____, 20__, is entered into by and
among:

(1)(A) "OWNER"

NAME: Frayser Millington North Shelby Mental Health Center,
Inc.
ADDRESS: 2160 Whitney Ave., Memphis City
Shelby County, Tennessee 38127
PHONE NO: 901.354.7334
PHONE NO: 901.353.5440
FAX NO.: 901.353.5484

(1)(B) "PROJECT"

Project Name: North Hill Woods Apartments
Number of Exempt Units: Thirty-two (32)
Street Address: 2975 North Hill Drive, Memphis City
Shelby County, Tennessee 38127
Shelby County Tax Parcel I.D. Nos.: 0720055-00117

(2) TENNESSE CITY: City of Memphis

City Contact, Name and Position: Herman Morris
City Address City of Memphis
125 N. Main St., Room 336
Memphis, TN 38103-2079
City Contact Phone Number: (901) 576-6551
With Copy to: Marcus D. Ward
Senior Assistant City Attorney
City of Memphis
701 N. Main Street
Memphis, TN 38107-2311

TERM: The term commences upon approval of exemption status for the property by the
Tennessee State Board of Equalization. This contract for payment in lieu of taxes with the City

of Memphis shall remain in effect and active for so long as the property meets eligibility requirements for exemption pursuant to TCA § 67-6-207, or any amendment or supplement thereto.

CONTRACT TYPE: CITY PILOT CONTRACT ONLY

This Agreement is entered into by and between the **City of Memphis**, and its Division of Housing and Community Development and the Project Owner, for its facility (the "Project") which is housing eligible for exemption under the program set forth in Tennessee Code Annotated § 67-5-207, as may be amended. Incorporated herein by reference are the project unit numbers exempt, the project address and the tax parcel as set forth on the cover sheet.

The subject property is eligible for exemption consistent with the provisions of T.C.A. § 67-5-207, as amended and supplemented thereto, a copy of which is attached and incorporated herein by reference. Among other provisions, the subject property qualifies for exemption in that it has received eligible financing or grant program funds from the U.S. Department of Housing and Urban Development.

Payments under this Agreement shall become effective as of its receipt of a Use and Occupancy Certificate by our local government, unless otherwise specified herein.

The above referenced Project is owned by a Tennessee non profit corporation that in all respects meets the statutory compliance requirements of TCA § 67-5-207; and the operation of the Project is considered one that meets both the National Objective and the objectives established through the City of Memphis by an through its Division of Housing and Community Development.

The said Project is eligible to be declared non-taxable for *ad valorem* tax purposes pursuant to TCA § 67-5-207; and the authorizing legislation permits a Contract for Payment in Lieu of Taxes,

subject to the provision that in no event shall such payments exceed the estimated costs to provide improvements, facilities or services rendered by the municipality, county, or local government. It is the intent of this PILOT Agreement to satisfy the contractual requirements of the statute in fulfilling the payment in lieu of taxes agreement with the local government, specifically the City of Memphis. A separate PILOT Agreement either shall be or has been negotiated and entered into with Shelby County government by the Project Owner.

It is agreed among the parties that the Owner shall pay an annual Payment in Lieu of Taxes with reference to the above described Project with the sum being computed on the basis of a total PILOT contract obligation payable solely to the City of Memphis in the amount of Five Dollars (\$5.00) per month, per rental apartment unit. This shall be paid as an annual payment made on or before the year end of each applicable calendar year, prorated for any proportionate term that is less than one full calendar year.

This Contract shall be governed by, and construed in accordance with the laws of the State of Tennessee, and shall further inure to the benefit of, and shall be enforceable by and against the parties hereto, their respective successors and assigns.

The Project Owner represents and warrants that it is a Tennessee not-for-profit corporation duly organized and incorporated in this State, that it has received and at all times during the period of this Agreement, will maintain federal tax exempt status under § 501(c)(3) of the Internal Revenue Code of 1986, as amended; and that the property is and shall remain, at all times relevant during the period of this contract in full compliance with all contracts awarded; and further the Project and the Owner shall comply with all conditions necessary to continue eligibility under TCA § 67-5-207, and any and all applicable laws affecting continued eligibility for exemption from real property taxes under TCA § 67-5-212.

IN WITNESS WHEREOF, this Contract for Payment in Lieu of Taxes has been executed
as of the _____ day of _____, 20__.

OWNER:

**Frayser Millington North Shelby Mental Health
Center, Inc.**

By: _____
Janet Whaley
Executive Director

IN WITNESS WHEREOF, the parties above have set their signatures to this Contract for Payment in Lieu of Taxes / Recoupment for Essential Services for Exempt Organizations, pursuant to T.C.A. §67-5-207, and herein effective as of the first date set forth above in this Agreement.

CITY OF MEMPHIS, TENNESSEE

A C Wharton, Jr., Mayor

Robert Lipscomb, Director - Division of Housing and Community Development

Herman Morris, Jr., City Attorney

Marcus D. Ward, Senior Assistant City Attorney



Memphis City Council Summary Sheet

1. Item is a Resolution to amend the FY2013 HCD Operating Budget to reflect the appropriation and allocation of \$5,000,000.00 towards the Pyramid Redevelopment Budget to offset and complete the project's contract obligations during the Construction Period as set forth by the terms and agreements in Contract# 27043.
2. The initiating party is the Division of Housing & Community Development.
3. This Resolution is not a change to an existing ordinance or resolution.
4. This Resolution will amend the existing Contract# 27043.
5. The Resolution will require expenditure of funds and will require a budget amendment.



Resolution to amend the Fiscal Year 2013 HCD Operating Budget to reflect the appropriation and allocation of \$5,000,000.00 towards the Pyramid Redevelopment Budget to offset and complete the project's contract obligations during the Construction Period as set forth by the terms and agreements in Contract # 27043.

WHEREAS, the City of Memphis and Bass Pro Memphis Development Company have entered into that Amended and Restated Lease and Development Agreement, Contract # 27043, relative to the redevelopment of the Memphis Pyramid; and

WHEREAS, as per the terms and conditions of the aforementioned Amended and Restated Lease and Development Agreement, Bass Pro Memphis Development Company is required to pay to the City of Memphis, a monthly Construction Period Rent of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) for the ten-month period beginning on February 1, 2013 and ending on November 1, 2013 with total revenue of Five Million and 00/100 Dollars (\$5,000,000.00); and

WHEREAS, these funds are to be used to help offset the project expenses during the Construction Period; and

WHEREAS, it is necessary to amend the Fiscal Year 2013 HCD Operating Budget to reflect the appropriation and allocation of the Five Million and 00/100 Dollars (\$5,000,000.00) Construction Period Rent to fund contract obligations during the Construction Period.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Memphis, that the Fiscal Year 2013 HCD Operating Budget be and is hereby amended by increasing the Pyramid Redevelopment budget line in the amount of Five Million and 00/100 Dollars (\$5,000,000.00); and

BE IT FURTHER RESOLVED that the Division of Housing and Community Development is authorized to expend said funds in furtherance of and in accordance with the terms and agreements as set forth in Contract #27043.

Revenue

Pyramid Construction Period Rent	<u>\$5,000,000.00</u>
TOTAL	\$5,000,000.00

Expense

Pyramid Redevelopment	<u>\$5,000,000.00</u>
TOTAL	\$5,000,000.00

**AN ORDINANCE TO CREATE WORK APPRENTICESHIP PREFERENCE OR
"BIDDING BONUS", INCENTIVIZE PRIVATE COMPANIES TO CREATE WORKFORCE
TRAINING PROGRAMS, AND AMEND SECTION 6-96-1 OF THE MEMPHIS CODE OF
ORDINANCES**

*****Summary of Proposed Ordinance**

The city of Memphis should incent private companies to take a strong role in workforce development. As such, the Ordinance proposes a "bidding bonus" to local companies who undertake workforce training and host a certified apprenticeship program. The Proposed Ordinance amends the local preference ordinance by adding an additional bonus for local companies that host certified training and apprenticeship programs. For background, in 2005 the city of Memphis established a local preference ordinance (Ordinance 5114) to increase the number of contracts awarded to businesses which maintain a presence in the city of Memphis. This preference gives local companies a five percent bidding bonus with respect to city contracts. Put another way, if the lowest bid for any competitive bid is from a non-local entity, all local bids are reduced by 5%. Consider this example of the city's current local preference ordinance. If a non-local company bids \$95 for a city contract and local company bids \$98 for the same contract, under the current local preference ordinance, the local company's bid is automatically lowered 5 percent. If the local company's bid becomes the lowest bid after the 5% reduction is applied (or if the local company's bid is tied with the non-local bid), then the contract is awarded to the local company. In the example, the 5% reduction would be applied and the local company's bid would be lowered to approximately \$93 and the local company would be awarded the contract. The same approach can be used to create a workforce training preference. In short, the proposed Ordinance would add an additional bonus for local companies with an eligible apprenticeship or workforce training program. If approved by the full Council, the proposed Ordinance would add an additional 5% reduction in cost, effectively making the bonus for a local company with an apprenticeship program 10% over non-local companies and 5% over local, non-apprenticed companies. This change is currently supported by MORE (the Memphis Office of Resources and Enterprises) and the United States Department of Labor Office of Apprenticeships West Tennessee Representative. Proposed Ordinance and associated changes are underlined. See attached pages.

*****Current Ordinance**

Sec. 6-96-1. - Local preference for award of city contracts.

A. Definitions. As used in this chapter, the following terms shall have the following meanings:

Contract means any contract, purchase order, or agreement (other than a lease or collective bargaining agreement or a contract awarded by MATA which is funded by federal moneys supplied under any federal grant program or plan), awarded by the purchasing agent, division head or his/her designee, or city agency, and whose cost is to be paid from funds belonging to or administered by the city.

Local business means that the vendor or contractor has a valid domestic type county and state business license, issued at least one year prior to bid or proposal opening date, to do business in said locality that authorizes the business to provide the goods, services, or construction to be purchased, and the physical principal business address located within the city limits, in an area zoned for the conduct of such business, from which the vendor operates or performs the majority of its business on a day-to-day basis, and also from which the vendor conducts 100 percent of the necessary functions to maintain or fulfill the contract with the city. Post office boxes are not verifiable and shall not be used for the purpose of establishing said address.

B. Purpose and intent. The city shall give a local preference to local businesses in the city limits in awarding city contracts and making purchases whenever the application of such a preference is reasonable in light of the dollar value of proposal received in relation to such expenditures.

1. Local preference.

a. In order to be eligible for the local preference, the vendor must provide a copy of the domestic county and state business license and shall also provide proof that county personal property taxes and all other necessary local business operational taxes inherent to businesses whose principal base of operations is located within the city limits were appropriately paid and/or authorize the governing bodies of each agency to release such information to the city.

b. In the bidding of, or letting contracts for procurement of supplies, materials, equipment and services, with a total price of \$10,000.00 or more, local preference shall mean that if the lowest responsive bidder is a regional or non-local business, then all bids received from responsive local businesses are decreased by five percent. The original bid is

not changed; the five percent decrease is calculated only for the purposes of determining the local preference. The local preference cost differential is not to exceed \$100,000.00.

c. In the case of request for proposal, letters of interest, best evaluated bids, qualifications or other solicitations and competitive negotiation and selection in which objective factors are used to evaluate the responses, local businesses are assigned five percent of the total points of the total evaluation points up to a maximum of five points.

d. In the event of a tie between a local business and one or more non-local business meeting specifications, the ties shall be broken in favor of the local business.

2. Local presence.

a. In the event there is no local business preference designation, either due to non-participation or non-eligibility after the five percent differential or five point assignment, then local presence will be considered for the procurement of goods and services over the amount of \$2,000,000.00.

b. Local presence will be demonstrated by the total number of individuals a business employs within the county. For procurements, a five percent differential which is not to exceed \$200,000.00 shall be granted for the business that demonstrates the highest number of total employees located within the county at the time of the bid response. For request for proposals or matters for which factors are evaluated, local presence at the time of the response will be a weighted criteria. In no event shall the local presence designation be allowed for a business with less than 25 local employees at the time of the bid response.

3. Exceptions.

a. The local business preference or presence criteria shall not apply to purchases or contracts which are funded, in whole or in part, by a governmental entity and the laws, regulations, or policies governing such funding prohibit application of the local preference, nor shall the local preference apply to purchases made or contracts let under emergency or noncompetitive situations.

b. Application of the local preference or local presence criteria to a particular purchase, contract or category of contracts for which the city is the awarding authority may be waived upon written justification and recommendation of the city to compare qualification, character, responsibility and fitness of all persons, firms, or corporations submitting bids or proposals. Further, the preference or presence criteria established herein in no way prohibit the right of the city from giving any other preference permitted by law in addition to the preference authorized herein.

(Ord. No. 5114, § 1, 2005; Ord. No. 5200, § 1, 1-10-2011)

*****Proposed Ordinance to Create Workforce Training Preference for Award of City Contracts**

Sec. 6-96-1. - Local preference and workforce training preference for award of city contracts.

A. *Definitions.* As used in this chapter, the following terms shall have the following meanings:

Contract means any contract, purchase order, or agreement (other than a lease or collective bargaining agreement or a contract awarded by MATA which is funded by federal moneys supplied under any federal grant program or plan), awarded by the purchasing agent, division head or his/her designee, or city agency, and whose cost is to be paid from funds belonging to or administered by the city.

Local business means that the vendor or contractor has a valid domestic type county and state business license, issued at least one year prior to bid or proposal opening date, to do business in said locality that authorizes the business to provide the goods, services, or construction to be purchased, and the physical principal business address located within the city limits, in an area zoned for the conduct of such business, from which the vendor operates or performs the majority of its business on a day-to-day basis, and also from which the vendor conducts 100 percent of the necessary functions to maintain or fulfill the contract with the city. Post office boxes are not verifiable and shall not be used for the purpose of establishing said address.

Apprenticeship means any registered program certified by the Tennessee Department of Labor Office of Apprenticeship that meets their standards for certification and operates primarily in the City of Memphis. Qualifying apprenticeship programs shall include, but not be limited to on-the-job training and a formal schooling component, an reasonable ratio of journeypersons to apprentices, and the ability to offer apprentices long-term positions once they complete the program. Furthermore, no program shall qualify as an apprenticeship unless at least 75% of program participants reside in the City of Memphis at the time of contract.

B. *Purpose and intent.* The city shall give a local preference to local businesses in the city limits in awarding city contracts and making purchases whenever the application of such a preference is reasonable in light of the dollar value of proposal received in relation to such expenditures. In addition, the city shall give an apprenticeship preference to local businesses in the city limits who provide workforce development through a certified apprenticeship.

1. *Local preference.*

a. In order to be eligible for the local preference, the vendor must provide a copy of the domestic county and state business license and shall also provide proof that county

personal property taxes and all other necessary local business operational taxes inherent to businesses whose principal base of operations is located within the city limits were appropriately paid and/or authorize the governing bodies of each agency to release such information to the city.

b. In the bidding of, or letting contracts for procurement of supplies, materials, equipment and services, with a total price of \$10,000.00 or more, local preference shall mean that if the lowest responsive bidder is a regional or non-local business, then all bids received from responsive local businesses are decreased by five percent. The original bid is not changed; the five percent decrease is calculated only for the purposes of determining the local preference. The local preference cost differential is not to exceed \$100,000.00.

c. In the case of request for proposal, letters of interest, best evaluated bids, qualifications or other solicitations and competitive negotiation and selection in which objective factors are used to evaluate the responses, local businesses are assigned five percent of the total points of the total evaluation points up to a maximum of five points.

d. In the event of a tie between a local business and one or more non-local business meeting specifications, the ties shall be broken in favor of the local business.

2. Apprenticeship preference

a. In order to be eligible for the apprenticeship preference, the vendor or contractor must provide proof of apprenticeship certification and must meet all eligibility requirements for local preference.

b. In the bidding of, or letting contracts for procurement of supplies, materials, equipment and services, with a total price of \$10,000.00 or more, apprenticeship preference shall mean that if the lowest responsive bidder is a non-apprenticeship business, then all bids received from responsive local apprenticeship businesses are decreased by five percent. This decrease shall be applied after, and on top of, any decrease earned through local preference. The original bid is not changed; the five percent decrease is calculated only for the purposes of determining the apprenticeship preference. The apprenticeship preference cost differential is not to exceed \$100,000.00.

c. In the case of request for proposal, letters of interest, best evaluated bids, qualifications or other solicitations and competitive negotiation and selection in which objective factors are used to evaluate the responses, apprenticeship businesses are assigned five percent of the total points of the total evaluation points up to a maximum of five points.

d. In the event of a tie between an apprenticeship business and one or more non-apprenticeship business meeting specifications, the ties shall be broken in favor of the apprenticeship business.

3. Local presence.

a. In the event there is no local business preference designation, either due to non-participation or non-eligibility after the five percent differential or five point assignment, then local presence will be considered for the procurement of goods and services over the amount of \$2,000,000.00.

b. Local presence will be demonstrated by the total number of individuals a business employs within the county. For procurements, a five percent differential which is not to exceed \$200,000.00 shall be granted for the business that demonstrates the highest number of total employees located within the county at the time of the bid response. For request for proposals or matters for which factors are evaluated, local presence at the time of the response will be a weighted criteria. In no event shall the local presence designation be allowed for a business with less than 25 local employees at the time of the bid response.

4. Exceptions.

a. The local business preference, apprenticeship preference, or local presence criteria shall not apply to purchases or contracts which are funded, in whole or in part, by a governmental entity and the laws, regulations, or policies governing such funding prohibit application of the local preference, nor shall the local preference or apprenticeship preference apply to purchases made or contacts let under emergency or noncompetitive situations.

b. Application of the local preference, apprenticeship preference, or local presence criteria to a particular purchase, contract or category of contracts for which the city is the awarding authority may be waived upon written justification and recommendation of the city to compare qualification, character, responsibility and fitness of all persons, firms, or corporations submitting bids or proposals. Further, the preference or presence criteria established herein in no way prohibit the right of the city from giving any other preference permitted by law in addition to the preference authorized herein.

(Ord. No. 5114, § 1, 2005; Ord. No. 5369, § 1, 1-18-2011)

*****Proposed Ordinance to Create Workforce Training Preference for Award of City Contracts (as Submitted to Memphis City Council)**

ORDINANCE NO. _____

AN ORDINANCE TO AMEND TITLE 6 - BUSINESS LICENSES AND REGULATIONS - , CHAPTER 6-96, SECTION 1, OF THE CODE OF ORDINANCES

WHEREAS, the Tennessee Department of Labor recognized in it's 2010 Annual Workforce Report that strong long term growth requires short-term training to ensure job openings for "every level of training and education;" and

WHEREAS, the May 2012 unemployment rate for the City of Memphis was 10%; and

WHEREAS, apprenticeship programs offer a cost-effective work development opportunity for companies to train future workers with real skills; and

WHEREAS, the City of Memphis should want private companies to take a strong role in workforce development; and

WHEREAS, one of the critical factors for sustaining growth over the next decade is to invest in workforce development; and

WHEREAS, a highly-skilled workforce makes Memphis more attractive to outside employers and provides upward mobility to Memphis residents who could both contribute more to the city tax base and invest in the local economy.

NOW, THEREFORE,

SECTION 1. BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEMPHIS,

That Title 6 – Business Licenses and Regulations, Chapter 6 – 96, Section 6-96-1 of the Code of Ordinances, is hereby amended to read as follows:

Sec. 6-96-1. - Local preference and workforce training preference for award of city contracts.

A. Definitions. As used in this chapter, the following terms shall have the following meanings:

Contract means any contract, purchase order, or agreement (other than a lease or collective bargaining agreement or a contract awarded by MATA which is funded by

federal moneys supplied under any federal grant program or plan), awarded by the purchasing agent, division head or his/her designee, or city agency, and whose cost is to be paid from funds belonging to or administered by the city.

Local business means that the vendor or contractor has a valid domestic type county and state business license, issued at least one year prior to bid or proposal opening date, to do business in said locality that authorizes the business to provide the goods, services, or construction to be purchased, and the physical principal business address located within the city limits, in an area zoned for the conduct of such business, from which the vendor operates or performs the majority of its business on a day-to-day basis, and also from which the vendor conducts 100 percent of the necessary functions to maintain or fulfill the contract with the city. Post office boxes are not verifiable and shall not be used for the purpose of establishing said address.

Apprenticeship means any registered program certified by the Tennessee Department of Labor Office of Apprenticeship that meets their standards for certification, operates primarily in the City of Memphis, includes: on the job training and a formal schooling component, an acceptable ratio of journeypersons to apprentices, and the ability to offer apprentices long-term positions once they complete the program.

B. Purpose and intent. The city shall give a local preference to local businesses in the city limits in awarding city contracts and making purchases whenever the application of such a preference is reasonable in light of the dollar value of proposal received in relation to such expenditures.

The city shall also give an additional apprenticeship preference to local businesses in the city limits who provide workforce development through a certified apprenticeship in awarding city contracts and making purchases whenever the application of such a preference is reasonable in light of the dollar value of proposal received in relation to such expenditures.

1. Local preference.

a. In order to be eligible for the local preference, the vendor must provide a copy of the domestic county and state business license and shall also provide proof that county personal property taxes and all other necessary local business operational taxes inherent to businesses whose principal base of operations is located within the city limits were appropriately paid and/or authorize the governing bodies of each agency to release such information to the city.

b. In the bidding of, or letting contracts for procurement of supplies, materials, equipment and services, with a total price of \$10,000.00 or more, local preference shall mean that if the lowest responsive bidder is a regional or non-local business, then all bids received from responsive local businesses are decreased by five percent. The original bid is not changed; the five percent decrease is calculated only for the purposes of determining the local preference. The local preference cost differential is not to exceed \$100,000.00.

c. In the case of request for proposal, letters of interest, best evaluated bids, qualifications or other solicitations and competitive negotiation and selection in which objective factors are used to evaluate the responses, local businesses are assigned five percent of the total points of the total evaluation points up to a maximum of five points.

d. In the event of a tie between a local business and one or more non-local business meeting specifications, the ties shall be broken in favor of the local business.

2. Apprenticeship preference

a. In order to be eligible for the apprenticeship preference, the vendor must provide proof of apprenticeship certification and must meet all eligibility requirements for local preference. Furthermore, at least 75% of the participants in the program must reside in the city of Memphis for the program to be considered an Apprenticeship for the purposes of this preference.

b. In the bidding of, or letting contracts for procurement of supplies, materials, equipment and services, with a total price of \$10,000.00 or more, apprenticeship preference shall mean that if the lowest responsive bidder is a non-apprenticeship business, then all bids received from responsive local apprenticeship businesses are decreased by five percent. This decrease shall be applied after any decrease earned through local preference. The original bid is not changed; the five percent decrease is calculated only for the purposes of determining the apprenticeship preference. The apprenticeship preference cost differential is not to exceed \$100,000.00.

c. In the case of request for proposal, letters of interest, best evaluated bids, qualifications or other solicitations and competitive negotiation and selection in which objective factors are used to evaluate the responses, apprenticeship businesses are assigned five percent of the total points of the total evaluation points up to a maximum of five points.

d. In the event of a tie between an apprenticeship business and one or more non-apprenticeship business meeting specifications, the ties shall be broken in favor of the apprenticeship business.

3. Local presence.

a. In the event there is no local business preference designation, either due to non-participation or non-eligibility after the five percent differential or five point assignment, then local presence will be considered for the procurement of goods and services over the amount of \$2,000,000.00.

b. Local presence will be demonstrated by the total number of individuals a business employs within the county. For procurements, a five percent differential which is not to exceed \$200,000.00 shall be granted for the business that demonstrates the highest number of total employees located within the county at the time of the bid response. For

request for proposals or matters for which factors are evaluated, local presence at the time of the response will be a weighted criteria. In no event shall the local presence designation be allowed for a business with less than 25 local employees at the time of the bid response.

4. Exceptions.

a. The local business preference, apprenticeship preference, or local presence criteria shall not apply to purchases or contracts which are funded, in whole or in part, by a governmental entity and the laws, regulations, or policies governing such funding prohibit application of the local preference, nor shall the local preference or apprenticeship preference apply to purchases made or contracts let under emergency or noncompetitive situations.

b. Application of the local preference, apprenticeship preference, or local presence criteria to a particular purchase, contract or category of contracts for which the city is the awarding authority may be waived upon written justification and recommendation of the city to compare qualification, character, responsibility and fitness of all persons, firms, or corporations submitting bids or proposals. Further, the preference or presence criteria established herein in no way prohibit the right of the city from giving any other preference permitted by law in addition to the preference authorized herein.

SECTION 2. BE IT FURTHER ORDAINED, That the provisions of this Ordinance are hereby severable. If any of these sections, provisions, sentences, clauses, phrases or parts is held unconstitutional or void, the remainder of this Ordinance shall continue in full force and effect.

SECTION 3. BE IT FURTHER ORDAINED, That this Ordinance shall take effect from and after the date it shall have been passed by the City Council, signed by the Chairman of the Council, certified and delivered to the Office of the Mayor in writing by the Comptroller, and become effective as otherwise provided by law.

Lee Harris
Council Member

Attest:
Patrice Thomas, Comptroller

**RESOLUTION TO PROVIDE A SEVERANCE AND TRANSITION PROGRAM
FOR MOTOR VEHICLE INSPECTION BUREAU EMPLOYEES WHO ARE SUBJECT
TO LAYOFF AND APPROVING A TRANSFER FROM THE RESERVE FUND AS
NEEDED TO COVER COSTS ASSOCIATED WITH PROGRAM**

WHEREAS, the Motor Vehicle Inspection Bureau for the City of Memphis has 5 inspection stations, 50 employees (37 full time employees and 13 temporary employees), and provides periodic vehicle safety inspections and emissions testing of motor vehicles. The MVIB also performs weights and measures inspections; and

WHEREAS, on August 21, 2012, the City Council approved a resolution to defund the Motor Vehicle Inspection Bureau, with an effective date of July 1, 2013; and

WHEREAS, a committee of the Memphis City Council received a presentation by General Services and the sponsors of the original resolution on February 4, 2013. The council received an update and information regarding the defunding and closure of the City's MVIB stations; and

WHEREAS, it was disclosed to the Council that the weights and measures program lost \$87,193.51 in 2010, \$125,088.81 in 2011, and \$179,994.81 in 2012; and

WHEREAS, it was disclosed to the Council that the closure of the City's MVIB stations will likely result in the State taking over inspections and air quality control duties; and

WHEREAS, it was disclosed that the defunding and closure approved by the Council will result in a \$2.8 million annual savings to the City; and

WHEREAS, it was disclosed that the defunding and closure approved by the Council will likely result in the layoffs of all 50 employees associated with the MVIB; and

WHEREAS, at least 13 of those MVIB employees are eligible for retirement benefits; and

WHEREAS, at least another 13 of those MVIB employees are part-time employees; and

WHEREAS, the City desires to acknowledge the value of full-time employees who are not eligible for benefits and to lessen the impact of the layoffs.

NOW, THEREFORE, BE IT RESOLVED that employees affected by the layoffs should be eligible for participation in a severance and transition program with the following terms:

1. Eligibility for Participation in Severance Program

This severance program is available only to full-time employees associated with the Motor Vehicle Inspection Bureau (hereinafter "MVIB") who are terminated as a result of the City Council's August 21, 2012 decision to cease funding for the MVIB. Furthermore, full-time employees associated with the MVIB who, at the time of separation, are eligible to apply for and receive a pension or retirement benefit for their employment with the City of Memphis are ineligible to participate also in this severance program. Finally, full-time employees who are placed in subsequent employment with the City of Memphis, without regard to whether the employment is comparable to their employment with the MVIB, are ineligible to participate also in this severance program. In cases of dispute, the Mayor (or his designee) shall be the final arbiter of determining which employees fit under these criteria.

2. Cash Benefit

Eligible persons shall receive severance pay (paid in a lump sum no later than 30 days after termination date) equivalent to 10 weeks of base pay.

3. Insurance Benefit

Eligible persons shall also continue to be enrolled in the City's group health and dental insurance programs, with the City of Memphis responsible for the current employer share of health and dental premiums. Eligible persons would continue to be responsible for the current employee share for insurance programs.

The City would be responsible for the payment of the employer-portion of insurance premiums only if eligible persons were properly enrolled in City insurance programs immediately prior to the date of separation and only if eligible persons continue to pay the employee-portion of insurance premiums. Furthermore, there would no cash value payment option available to affected employees who do not elect to continue coverage after separation of employment. This insurance benefit shall be available to eligible persons for 10 weeks after the date of separation. Continuation in the group health plans through COBRA beyond 10 weeks would require full payment of the premiums by eligible persons.

4. Leave Time and Transition Support

Eligible persons shall be eligible for up to 16 hours of leave time to use for job searches and interviews. In order to avoid work coverage problems, eligible persons would also need permission from their immediate supervisor in advance of using leave time for job search activities. Furthermore, the Mayor (or his designee) shall provide transition support as-needed for eligible persons, including, possibly, job training support and notice of relevant opportunities

for permanent employment with City government. The Mayor (or his designee) shall have discretion to decide the scope of transition support.

BE IT FURTHER RESOLVED that the FY2013 Operating budget is hereby amended to provide such as resources as are necessary to implement this program.

BE IT FURTHER RESOLVED that the provisions of this Resolution are hereby severable. If any of these sections, provisions, sentences, clauses, phrases or parts are held unconstitutional or void, the remainder of this Resolution shall continue in full force and effect.

BE IT FURTHER RESOLVED that this Resolution shall take effect from and after the date it shall have been passed by the City Council, signed by the Chairman of the Council, certified and delivered to the Office of the Mayor in writing by the Comptroller, and become effective as otherwise provided by law.

Lee Harris
Council Member

Joe Brown
Council Member

Janis Fullilove
Council Member